



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

STATUTE OF FRAUDS—AGREEMENT NOT TO BE PERFORMED WITHIN ONE YEAR.—B, who had for a long time conducted profitably a fish and oyster store, sold the business, valued at \$1,200 for \$600, in consideration of a verbal agreement, that he was to be employed by the purchaser to conduct a store of like kind for ten years at \$25 a week. B served one year, when he was discharged without cause, and now sues for the difference between the selling price and the actual value. *Held*, that B can recover including the value of the good-will, not upon the verbal agreement, but upon an implied promise. *Bethel v. A. Booth & Co.* (1903), — Ky. —, 72 S. W. Rep. 803.

The court said, "The statute (of frauds) was not enacted to perpetrate fraud. The statute was never designed to enable one man to get the property of another by virtue of a parol contract and then refuse either to execute the contract or to return the property." Mere service not to be performed within one year falls within the statute of frauds. Nor is it affected by the fact that, in a given event, it is subject to termination in less than a year. *Myers v. Roberts*, 46 Ark. 80, 55 Am. Rep. 567; *Smith v. Theobald*, 86 Ky. 141, 5 S. W. 394. A contract is not within the statute where one party may perform in one year: *Smalley v. Greene*, 52 Ia. 241, 3 N. W. 78, 35 Am. Rep. 267; *Blanding v. Sargent*, 33 N. H. 239, 66 Am. Dec. 720. Nor a contract by its terms determinable within one year, but which may be continued at the option of the parties. *Brigham v. Carlisle*, 78 Ala. 243, 56 Am. Rep. 28. An agreement by an infant to work seven years for necessities and some school advantages during the meantime was held not to be within the statute. *Wilhelm v. Hardman*, 13 Md. 140. Nor an agreement not to engage in a certain kind of business at a specified place for a certain number of years. *Doyle v. Dixon*, 97 Mass. 208. By the great preponderance of authority, fraudulent sales are held voidable and not void at the instance of the party defrauded before sale to an innocent purchaser. But an innocent purchaser from a defrauding party will be protected though the fraud amounted in law to a felony. *Malcom v. Loveridge*, 13 Barb. 372. And after one bona fide purchaser has intervened, a party, except one guilty of the primary fraud, with notice of the former fraud, acquires good title by purchase. *Williamson v. Mason*, 12 Hun, 97. But to entitle an innocent purchaser to protection, the weight of authority seems to be that he must have advanced some new consideration or incurred some new liability on the faith of the fraudulent vendee's apparent ownership of the goods, and a mere taking for pre-existing debts is insufficient unless securities were relinquished: *Hyde v. Ellery*, 18 Md. 496; *McLeod v. First Nat. Bank*, 42 Miss. 99. An assignee of a fraudulent vendee for the benefit of creditors, incurring no new liability on the faith of his title, is not a bona fide purchaser. *Farley v. Lincoln*, 51 N. H. 57, 12 Am. Rep. 182; *Nichols v. Michael*, 23 N. Y. 264. The same is true of the vendee's assignee in bankruptcy and attaching creditors of fraudulent vendees.

TAXATION—LICENSE FEE ON VEHICLES—VALIDITY.—The defendant was prosecuted under an ordinance of the city requiring every person keeping or using any wheeled vehicle, except a bicycle, to pay a license fee, the fund so derived to be used exclusively for the repairing and improving of the streets. Defense, that the statute authorizing such an ordinance was unconstitutional as authorizing double taxation, and that the legislature had no power to authorize cities to tax the privilege of using the streets. *Held*, that the statute was valid. *City of Ft. Smith v. Scruggs* (1902), 70 Ark. 549, 69 S. W. Rep. 679, 58 L. R. A. 921.

Among other authorities the court cited *St. Louis v. Green*, 7 Mo. App. 468; *Mason v. Cumberland*, 92 Md. 451, 48 Atl. 136; *Tomlinson v. Indianapolis*,